

## SICK LEAVE

The St. Mary Parish School Board shall grant all employees hired for the school year or longer a minimum of ten (10) days absence per year because of personal illness or other emergencies or special circumstances without loss of pay. However, upon initial employment, an employee employed by the School Board shall not be allowed any sick leave until he/she reports for duty and actually performs work.

The minimum of ten (10) days of sick leave for an employee shall be based on the employee beginning work at the beginning of the school year. In the case of an employee beginning work in the first month of the school year, ten days sick leave shall be allowed. If an employee begins work in the second month of the school year, nine days of sick leave shall be allowed, and the number of days of sick leave shall continue to be prorated for an employee who begins work until the eighth month of the school year, when only three days of sick leave shall be allowed. The Superintendent and/or his/her designee shall be responsible for developing and maintaining pertinent regulations and procedures governing sick leave.

Sick leave, when not used, shall be allowed to accumulate to the credit of the employee without limitation.

Sick leave shall be granted twelve-month employees in accordance with the following schedule:

1-3 years experience as a 12-month employee	- 12 days
4-10 years experience as a 12-month employee	- 15 days
over 10 years experience as a 12-month employee	- 18 days

## TERMINOLOGY

Statutes governing sick leave for School Board personnel include differing provisions for different categories of employees. For purposes of this policy, the following terminology shall apply:

- A *teacher* shall mean any employee who holds a valid teaching certificate or whose employment requires the holding of a teaching certificate, or any social

worker, school counselor, or school psychologist who holds, as applicable, a valid professional ancillary certificate.

- A *bus operator* shall mean any employee who is employed as a school bus operator.

A *school employee* shall mean an employee who is not a teacher or a school bus operator.

- The use of the term *employee* shall include all full-time employees of all three (3) categories of personnel referenced in the policy.

### **CERTIFICATION OF ABSENCE**

An employee who is absent for six (6) or more consecutive days shall be required to present a certificate from a clinician certifying such illness. *Clinician* means a physician, physician assistant providing healthcare services in accordance with Louisiana law, or an advanced practice registered nurse providing healthcare services in accordance with Louisiana law. In the case of repeated absences of less than six (6) days because of illness, the School Board reserves the right to require verification of illness. Should a pattern of behavior so warrant, upon the request of the Superintendent or School Board, the employee shall be required, at the expense of the School Board, to provide a certificate from a clinician specified by the Superintendent or School Board, in order to verify the existence of a medical necessity.

Excuses for employee absences due to illness or injury must be provided on clinician's letterhead containing the clinician's name, address, and telephone number, typed, printed, or as part of the letterhead. The clinician's typed or neatly printed name shall also appear beneath his/her signature. The letter must clearly state the reason for the illness or injury, date of the illness or injury, and the anticipated return-to-work date.

If an employee is absent from duty under circumstances in which he/she is not entitled to any kind of leave, such employee shall be considered to be in violation of his/her contract and is not entitled to be paid for the days of unauthorized absence and non-performance of duties. **Under such circumstances, the employee may also be subject to disciplinary action for same.**

### **SICK LEAVE FOR EMERGENCIES/SPECIAL CIRCUMSTANCES**

Emergencies for sick leave purposes shall be defined by the School Board as **serious** illness or death within the immediate family of the employee which, for purposes of this section, includes the employee's **spouse and spouse's parents; children and their spouses; siblings and their spouses; parents; grandparents; grandchildren (all including step relations); or a person living and being cared for under the same roof as that**

**employee.** Requests to use accumulated sick leave for emergencies must be approved by the Superintendent or designee. ~~husband, wife, children and their spouses, parents, brothers and sisters and their spouses; spouse's parents, brothers and sisters and their spouses; grandparents and grandchildren (including step-relations);~~

Requests to use accumulated sick leave for Special Circumstances must be approved by the Superintendent or designee. Examples of Special Circumstances would include marriage and/or honeymoon of employee (not to exceed two days of paid sick leave), participation in marriage of another (not to exceed two days of paid sick leave), compliance with court subpoena or summons in legal matter not involving the School Board, need to care for persons with serious illness not meeting the definition of "immediate family", need to attend out of town funerals of relatives, and other unexpected matters necessitating the employee's absence from work. The decision of the Superintendent or designee as to the eligibility of the employee for sick leave for Special Circumstances shall be final. If the Superintendent or designee denies the request for sick leave for Special Circumstances, the employee may request absence on leave without pay instead.

#### GAINFUL EMPLOYMENT WHILE USING ACCUMULATED SICK LEAVE

While an employee is utilizing accumulated sick leave to be away from work, that employee may not undertake additional gainful employment regardless of whether the sick leave is for illness, emergency, or special circumstance. Any violation of this prohibition may require the employee to return to the School Board all compensation paid by it for any day on which the employee received outside gainful employment, and the employee may be required to reimburse the School Board all related employment costs attributable to any such day as calculated by the School Board, without any restoration of such days.

#### EXTENDED SICK LEAVE

##### Definitions

With respect to extended sick leave, the following terms are defined as follows:

*Child* means a biological son or daughter, an adopted son or daughter, a foster son or daughter, a stepson or daughter, or a legal ward of an employee standing in *loco parentis* to that ward who is either under the age of eighteen (18) or who is eighteen (18) years of age but under twenty-four (24) years of age and is a full-time student, or who is nineteen (19) years of age or older and incapable of self-care because of a mental or physical disability.

*Immediate family member* shall mean a spouse, parent, or child of the employee.

*Infant* means a child under one year of age.

*Medical necessity* shall be the result of a catastrophic illness or injury, a life-threatening, chronic, or incapacitating condition, as certified by a clinician, of the employee or a member of his/her immediate family.

*Parent* means the biological parent of an employee or an individual who stood in *loco parentis* to the employee.

### Extended Sick Leave

The School Board shall permit employees to take up to ninety (90) days of extended sick leave in each six-year period of employment which may be used for a medical necessity at any time the employee has **no** remaining regular sick leave balance at the time the extended sick leave is set to begin. All decisions relative to the granting of extended sick leave shall be made by the Superintendent **or designee**.

Unused days during any six-year period of employment shall not cumulate or carry forward into the next six-year period of employment. The balance of days of extended sick leave available shall transfer with the employee from one public school employer to another without loss or restoration of days.

Interruptions of service between periods of employment with a public school employer shall not be included in any calculation of a six-year period, such that any employment with any public school employer, regardless of when it occurs, shall be included in any determination of the balance of days of extended sick leave available to the employee.

Any employee on extended sick leave shall be paid **sixty-five percent (65%)** of the salary paid the employee at the time the extended sick leave begins.

### Extended Sick Leave for Maternity or Adoptive Purposes

Each employee granted maternity or adoptive leave in accordance with state law and who has no remaining sick leave balance available may be granted up to (30) days of additional extended sick leave in each six-year period of employment for personal illness relating to pregnancy, illness of an infant, or for required medical visits certified by a clinician as relating to infant or maternal health, prior to extended sick leave being taken.

### Gainful Employment Permitted

An employee may undertake additional gainful employment while on extended sick leave, provided **all** of the following conditions are met:

1. The employee can demonstrate that he/she will be working not more than twenty (20) hours a week in a part-time job that the employee has been working for not less than one hundred twenty (120) days prior to the beginning of any period of extended sick leave.
2. The clinician who certifies the medical necessity of the leave indicates that such part-time work does not impair the purpose for which the extended sick leave is required.

Any violation of the provisions regarding gainful employment may require the employee to return to the School Board all compensation paid during any week of extended sick leave in which the employee worked more than twenty (20) hours and to reimburse the School Board all related employment costs attributable to such period as calculated by the School Board, without any restoration of leave days.

### **Application Process**

On every occasion that an employee uses extended sick leave, a statement from a clinician certifying that it is for personal illness relating to pregnancy, illness of an infant, or for required medical visits related to infant or maternal health, or that it is a medical necessity, shall be presented prior to extended sick leave being taken.

The required clinician's statement may be presented along with the request for extended sick leave subsequent to the employee's return to service. In such a case, the extended sick leave shall be granted for all days for which extended sick leave is requested, provided the request and required documentation are presented within three (3) days after the employee returns to service. However, the School Board or Superintendent reserves the right to question the validity of the medical certification after the three (3) day period.

If the period an employee is on extended sick leave is anticipated to carry over from one school year to the start of the next school year, another application and clinician's statement shall be submitted prior to the start of the next school year in order to be eligible for continued extended sick leave.

### **SICK LEAVE FOR ASSAULT OR BATTERY**

Any employee of the public schools who is disabled while acting in his/her official capacity as a result of an assault or battery by any student or person shall receive sick leave without reduction in pay, and without reduction in accrued sick leave days while disabled as a result of such assault and battery. A *teacher* shall be required to provide a certificate from a physician certifying the disability. A *bus operator* or *school employee* shall be

required to present certification of the disability from a physician if the bus operator or school employee is absent for six (6) or more consecutive days as a result of the disability.

*Disability*, for purposes of this policy, shall mean the inability to perform the essential functions of the job.

The sick leave authorized shall be in addition to all other sick leave authorized herein, shall not be accumulated from year to year, nor shall such additional sick leave be compensated for at death or retirement, or compensated for in any manner except as set forth above.

The School Board shall not reduce the pay or accrued sick leave of any employee who is absent from his/her duties to seek medical attention or treatment as a result of an injury from assault or battery.

If the employee's physician determines that the employee is able to return to regular duties with restrictions and the School Board does not allow the employee to return to duty with those restrictions, the employee's leave shall be granted or continued as provided by statute.

If any employee is receiving sick leave as a result of assault or battery as provided in this section and begins receiving retirement benefits, the sick leave provided herein shall cease.

### **SICK LEAVE FOR PHYSICAL CONTACT WITH A STUDENT**

Any *teacher* who is disabled while acting in his/her official capacity as a result of physical contact with a student while providing physical assistance to a student to prevent danger or risk of injury to the student, shall receive sick leave for a period of up to one (1) calendar year without reduction in pay and without reduction in accrued sick leave days while disabled as a result of rendering such assistance. Any *school employee*, but not a *bus operator*, disabled in a similar manner shall receive up to ninety (90) days of such sick leave. The *teacher* or *school employee* shall be required to present a certificate from a physician certifying the disability. The School Board may extend the period of sick leave beyond the allowable period at its discretion.

The School Board shall not reduce the pay or accrued sick leave of any *teacher* or *school employee* who is absent from his/her duties to seek medical attention or treatment as a result of an injury from physical contact with a student.

If the *teacher's* or *school employee's* physician determines that the employee is able to return to regular duties with restrictions and the School Board does not allow the employee to return to duty with those restrictions, the *teacher's* or *school employee's* leave shall be granted or continued as provided by statute.

### **VALIDITY OF CLINICIAN'S CERTIFICATION**

If at any time during the period of certified disability the School Board questions the validity or accuracy of the clinician's physician's certification for any type of sick leave request made by a *teacher*, or for extended leave or leave requested as a result of physical assault or battery made by a *bus operator* or *school employee*, the School Board may require the employee to be examined by a clinician selected by the School Board.

Any further review of medical certification shall proceed as follows:

1. Upon review of the clinician's certification submitted, if the School Board or Superintendent questions the validity or accuracy of the certification, the School Board or Superintendent may require the employee, or the immediate family member, as applicable, as a condition for taking the applicable sick leave, to be examined by a clinician selected by the School Board or Superintendent. If the clinician finds medical necessity or certifies a disability, the leave shall be granted.
2. If the selected clinician disagrees with the original medical certification from the clinician selected by the employee, then the School Board or Superintendent may require the employee, or immediate family member, as applicable, as a condition for taking the applicable sick leave, to be examined by a *third* clinician, whose name appears next in the rotation of clinicians on a list established by the local medical society and maintained by the School Board or Superintendent. The final determination of medical necessity or certification of a disability shall be based on the opinion of the third clinician.
3. In the determination of the validity of a clinician's certification, the opinion of *all* clinicians consulted shall be submitted to the School Board or Superintendent in the form of a **sworn statement**. All information contained in any statement from a clinician shall be confidential and shall not be subject to the public records law.

The School Board shall pay all costs of any examinations and tests determined to be necessary.

### **SICK LEAVE/WORKERS' COMPENSATION**

Should any *teacher* become injured or disabled while acting in his/her official capacity, other than by assault, the *teacher* shall be entitled to appropriate worker's compensation benefits and/or sick leave benefits, at the *teacher's* option, for the period of time while injured or disabled. Any benefits received, however, shall not exceed the total amount of the regular salary the *teacher* was receiving at the time of injury or disability. The *teacher* shall be required to present a certificate from a physician certifying such injury or incapacitation.

### **VESTING OF SICK LEAVE**

All sick leave accumulated by a *teacher* or *school employee*, but *not a bus operator*, shall be vested in the *teacher* or *school employee* by whom such leave has been accumulated. In the event of the transfer of a *teacher* or *school employee* from one school system to another in Louisiana, or upon the return of such *teacher* or *school employee* to the same school system within five (5) years or such longer period that may be approved by the School Board to which the *teacher* or *school employee* returned, regardless of the dates on which the leave was accumulated or the date of transfer or return of the *teacher* or *school employee*, such vested leave which remains unused or for which the *teacher* or *school employee* has not been compensated directly or transferred such days for retirement credit, shall be transferred, returned to, or continued by the School Board and shall be retained to the credit of *teacher* or *school employee*.

### **PAYMENT UPON RETIREMENT OR DEATH**

Upon the retirement of any employee, or upon the employee entering DROP, or upon the employee's death prior to retirement, the School Board shall pay the employee or his/her heirs or assigns, for any unused sick leave, not to exceed twenty-five (25) days. Such pay shall be at the daily rate of pay paid to the employee at the time of his/her retirement or death.

### **DEFERRED RETIREMENT OPTION PROGRAM (DROP)**

Any employee of the St. Mary Parish School Board who participates in the *Deferred Retirement Option Program* (DROP) shall be eligible for and may elect to receive on a one-time basis severance pay (accrued sick leave up to a maximum of twenty-five (25) days) upon entering DROP on the same basis as any other employee who retires or otherwise leaves employment; otherwise, any accrued sick leave shall be paid only upon final retirement of the employee.

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